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October 21, 2016

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

**Re: Fourth Amendment¹ to the Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and Berkeley Cable d/b/a Home Telecom (known at the South Carolina Secretary of State as Berkeley Cable Television Company, Inc.), Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2005-78-C**


Dear Ms. Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and Berkeley Cable d/b/a Home Telecom ("Berkeley Cable") submit to the South Carolina Public Service Commission the Fourth Amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated amendment between AT&T and Berkeley Cable within 90 days of its submission. The Commission may only reject such an amendment if it finds that the amendment or any portion of the amendment discriminates against a telecommunications carrier not a party to the amendment or the implementation of the amendment or any portion of the amendment is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the amendment they have negotiated and that the Commission should approve their amendment.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely yours,


Richard T. Howell
RTH/mr

Attachment
cc: James E. McDaniel

¹ This amendment implements changes resulting from the FCC's Lifeline and Link Up Reform and Modernization Order.

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A
AT&T SOUTH CAROLINA**

AND

**BERKELEY CABLE TELEVISION COMPANY, INC. D/B/A
HOME TELECOM**



Signature: eSigned - H. Keith Oliver

Signature: eSigned - Kristen E. Shore

Name: eSigned - H. Keith Oliver
(Print or Type)

Name: eSigned - Kristen E. Shore
(Print or Type)

Title: Vice President-Finance
(Print or Type)

Title: Executive Director-Regulatory
(Print or Type)

Date: 30 Aug 2016

Date: 01 Sep 2016

**Berkeley Cable Television Company, Inc. d/b/a Home
Telecom**

**BellSouth Telecommunications, LLC d/b/a AT&T
SOUTH CAROLINA by AT&T Services, Inc., its
authorized agent**

**AMENDMENT TO THE AGREEMENT
BETWEEN
BERKELEY CABLE TELEVISION COMPANY, INC. D/B/A HOME TELECOM
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T SOUTH CAROLINA**

This amendment ("Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA ("AT&T") and Berkeley Cable Television Company, Inc. d/b/a Home Telecom ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, AT&T and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), executed on August 17, 2007 and as subsequently amended ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to implement the *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 et al., Second Report and Order, FCC 15-71, Released June 22, 2015 ("FCC Lifeline Order"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated within this Amendment by this reference and constitute a part of this Amendment.
2. **Lifeline and Link Up Services**
 - 2.1. Delete the rates, terms and conditions related to Lifeline and Link Up service offerings from the Agreement. AT&T will stop providing resold Lifeline and Link Up services in all jurisdictions as required by the FCC Lifeline Order. Lifeline and Link Up service will no longer be available under the Agreement beginning 180 days after Federal Register publication of the Office of Management and Budget's (OMB) approval.
3. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.
8. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.